

STEPHEN R. HARRIS, ESQ.
Nevada Bar No. 001463
HARRIS LAW PRACTICE LLC
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Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

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IN RE:

Case No.: BK-19-51146-btb
(Chapter 11)

MECHANICAL TECHNOLOGIES CORP.
dba ALPINE AIR,

Debtor.

**EX PARTE APPLICATION FOR
ORDER AUTHORIZING DEBTOR TO
EMPLOY ATTORNEYS AS DEBTOR'S
SPECIAL COUNSEL [ROBISON,
SHARP, SULLIVAN & BRUST]**

Hearing Date: N/A
Hearing Time:

MECHANICAL TECHNOLOGIES CORP. dba ALPINE AIR, a Nevada corporation (hereinafter "Debtor"), by and through its attorneys, STEPHEN R. HARRIS, ESQ., of HARRIS LAW PRACTICE LLC, hereby moves the Court for entry of an order authorizing the employment of ROBISON, SHARP, SULLIVAN & BRUST ("RSSB"), as Debtor's special counsel, and states and alleges as follows:

1. The Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on September 26, 2019.
2. The Debtor is a contractor, specializing in the service and installation of residential and commercial heating and air conditioners. On the Petition Date, the Debtor employed approximately six (6) employees.

1 3. An Order authorizing the employment of Harris Law Practice LLC, as Debtor's
2 general bankruptcy counsel was entered on October 22, 2019, as Docket No. 26.

3 4. Debtor requires the appointment of special litigation counsel to represent the
4 Debtor in connection with filing an adversary proceeding against Michael Donovan, Advanced
5 Air and others responsible for business losses related to the Debtor and the unauthorized taking
6 of substantially all of the Debtor's California assets without compensation. Michael Donovan
7 owns forty-nine percent (49%) of the Debtor's shares, and his brother John Donovan owns the
8 remaining fifty-one percent (51%) of the Debtor's shares.

9 5. Pursuant to the provisions contained in 11 U.S.C. Sections 327(e) and 1107 (b),
10 Debtor hereby applies to the Court to appoint RSSB to act as its special counsel to represent the
11 Debtor's interests as more specifically set forth in Paragraph 4 above. The members and
12 associates at RSSB that will represent the Debtor in these matters are licensed attorneys in the
13 State of Nevada and are experienced in the areas of law in which they will represent the Debtor.
14 The Debtor believes that it is in the best interests of the estate and creditors to employ the legal
15 services of RSSB at this time.

16 6. The consideration agreed to be paid to RSSB subject to the approval of the United
17 States Bankruptcy Court, is to employ said attorneys based on time and standard billable charges
18 in effect on the date services are provided. An advance retainer of \$25,0000 has been requested
19 by RSSB, as set forth in the engagement letter attached hereto as **Exhibit A**, to be funded and
20 paid by John Donovan personally. The law firm shall be paid for its normal actual time charges
21 and disbursements by John Donovan personally, who in turn, will be entitled to an administrative
22 expense status for those attorney's fees and expenses that RSSB gains Court approval for as an
23 allowed administrative expense, after notice and hearing. The Debtor has agreed that the
24 members of RSSB shall be compensated for services at their current standard hourly rates. The
25 professional time of attorneys and legal assistants will be taken into account as scheduled hourly
26 rates based on the nature of the matter, years of experience, specialization and level of
27 professional appointment of attorneys and legal assistants assigned to the various matters. The
28 present hourly rate for Kent R. Robison, Esq. is \$500.00 per hour as lead counsel; the present

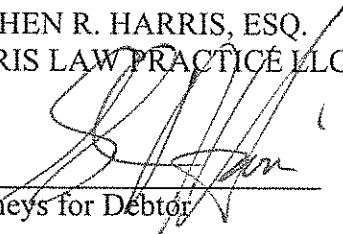
1 hourly rate for Michael Burke, Esq. is \$400.00 per hour as co-counsel; the present hourly rate for
 2 Hannah Winston, Esq. is \$300.00 per hour; and paralegal services will be rendered at \$140.00 per
 3 hour. The law firm also charges for reasonable and necessary costs incurred in the course of the
 4 representation, such as long-distance telephone calls, postage, messenger service, photocopying,
 5 filing fees, travel and computerized legal research. These are separately itemized on the law
 6 firm's statements based on the services involved and out-of-pocket disbursements incurred.
 7 These are the customary rates charged by said law firm. Finally, the basis of this compensation
 8 is authorized pursuant to Sections 328(a), 330 and 331 of the Bankruptcy Code.

9 7. RSSB has indicated their willingness to act on behalf of the Debtor, and to be
 10 compensated in accordance with the terms and conditions set forth in Paragraph 6 above. To the
 11 best of Debtor's knowledge, RSSB does not have any connection with the Debtor, Debtor's
 12 creditors, any other party in interest, their respective attorneys and accountants, the United States
 13 trustee, or any person employed in the office of the United States Trustee, and represent no
 14 interest adverse to the estate in matters upon which said law firm is to be retained.

15 WHEREFORE, Debtor requests the entry of an Order authorizing the employment and
 16 retention of ROBISON, SHARP, SULLIVAN & BRUST, as the Debtor's special counsel,
 17 pursuant to the terms and conditions recited above, to represent the Debtor as set forth herein, and
 18 for such other and further relief as the Court deems just under the circumstances.

19 DATED this 4th day of December, 2019.

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 21 STEPHEN R. HARRIS, ESQ.
 22 HARRIS LAW PRACTICE LLC

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 25 Attorneys for Debtor
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EXHIBIT “A”



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October 29, 2019

Kent R. Robison
Thomas L. Belaustegui
(Co-Founder Of Counsel)
F. DeArmond Sharp
Michael E. Sullivan
Clayton P. Brust
Stefanie T. Sharp
Frank C. Gilmore
Michael A. Burke
Therese M. Shanks
Hannah E. Winston
Cody M. Oldham

Via Email: steve@harrislawreno.com

John Donovan
c/o Stephen R. Harris, Esq.
Harris Law Practice LLC
6151 Lakeside Drive, Suite 2100
Reno, NV 89511

**Re: John Donovan / Mechanical Technologies Corp.
v. Michael Donovan, Advanced Air et al
Letter of Engagement**

Dear Mr. Donovan:

On behalf of Robison, Sharp, Sullivan & Brust, we are flattered and honored that you have considered us to represent you and Mechanical Technologies Corp. in the above-referenced matter. We have discussed this matter in some detail with you at our October 29, 2019 conference, together with Mechanical Technologies' ("M-Tech") bankruptcy counsel, Steve Harris.

We have searched our records to determine whether there exist any actual or potential conflicts of interest. We have concluded that our firm has no apparent or actual conflict of interest in representing you and M-Tech in an adversary proceeding filed in M-Tech's pending Chapter 11 proceeding. If a conflict of interest is later detected, we will immediately notify you in writing and either resolve the conflict or, if necessary, assist you in locating substitute counsel. For the purpose of this engagement, we are representing you, individually, and the debtor, M-Tech, as "Clients".

While M-Tech will be considered a client of ours and will be a plaintiff in the adversary proceeding to be filed against Michael Donovan, Advanced Air and others similarly responsible for your losses, it is understood that you, as an individual, will be responsible for paying the initial retainer as an advance and that you, as an individual, will pay all subsequent monthly statements as an advance. It is understood that our fiduciary duties as counsel are owed to each and every Client, even though you have agreed to advance the retainer fees and costs incurred in the above-referenced litigation.

We have asked and expect payment of a \$25,000 retainer within ten days of the Court's approval of us as debtor's counsel. All time expended and costs incurred will be charged against the initial retainer. However, it is agreed that at no time will the retainer be less than \$10,000 (evergreen portion of retainer).

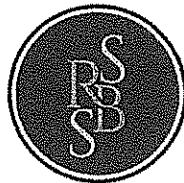
The charges for our time, labor and effort will be itemized in each bill with a detailed narrative explanation without block billing. That is, our narrative

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John Donovan
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explanations of legal services will identify each task and time devoted thereto in our monthly statements. Likewise, our costs incurred will be itemized on our monthly statements and backup will be retained for your review and consideration. Our services commenced on October 29, 2019.

We will staff your case as follows. I will be lead counsel for depositions and trial and will charge an hourly rate of \$500. Michael Burke will be co-counsel for all litigation purposes and his time will be charged at an hourly rate of \$400. Hannah Winston will assist with all litigation services, but primarily devote her time to research, drafting and collaboration. Ms. Winston's hourly rate will be \$300. Jim Stewart will be assigned to your case as a paralegal who will be in charge of document control and discovery organization. His time will be charged at an hourly rate of \$140.

We are asking that you provide us in a reasonably expeditious manner all documents, records, bank statements, summaries and other written material that applies to the issues that will be raised in the above-referenced matter. The Court expects and we demand complete and timely production of all discoverable documents.

It is agreed that we will work in conjunction with and coordinate our efforts with M-Tech's bankruptcy counsel, Steve Harris. Accordingly, all communications with Mr. Harris will be deemed privileged as attorney/client communications, unless otherwise disclosed to third parties.

While we are optimistic that we can orchestrate, navigate and obtain a favorable result for the Clients, we must nonetheless caution you that we cannot guarantee any specific result or outcome. Litigation is stressful and expensive. We will be mindful of both as we represent the Clients and pursue their best interests in the above-referenced matter. It is also agreed that within the scope of our representation is monitoring and keeping abreast of any collateral litigation involving any of the parties or primary witnesses to the above-referenced action.

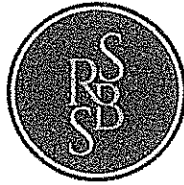
If the foregoing accurately reflects your understanding regarding our representation of you, M-Tech and others who might be necessarily Clients in this engagement, please sign this letter as reflected below and return the same to our office at your earliest convenience. We acknowledge and accept the fact that the Bankruptcy Court must approve our appointment as the Clients' litigation counsel and we will refrain from any substantive work (except preliminary organization) until Court approval is obtained. Once Court approval is obtained, this engagement letter fully and properly executed will constitute a binding fee agreement between the Clients and our firm.

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Should you have any questions, concerns or disputes with the foregoing,
please advise immediately.

Yours very truly,

ROBISON, SHARP, SULLIVAN & BRUST

BY: 
KENT R. ROBISON

BY: 
MICHAEL A. BURKE

KRR:jf

Agreed and approved this 14 day of November, 2019.


JOHN DONOVAN, Individually, and
on behalf of Mechanical Technologies Corp.

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